

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daydots Holdings Inc.		03/16/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Ecolab Inc.		
Street Address:	370 Wabasha Street N		
Internal Address:	ERC-840		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76585601	SMART DOT	
CORRESPONDENCE DATA			
Fax Number:	(651)552-4837		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	651-306-4293		
Email:	edward.courtney@ecolab.com		
Correspondent Name:	Edward R. Courtney		
Address Line 1:	370 Wabasha Street N		
Address Line 2:	ERC-840		
Address Line 4:	St. Paul, MINNESOTA 55102		
NAME OF SUBMITTER:	Edward R. Courtney		
Signature:	/erc/		
Date:	03/22/2005		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated March 16, 2005, is by and between DAYDOTS Holdings Inc., a Texas corporation ("Assignor"), and Ecolab Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated February 11, 2004 (the "APA"), providing for the purchase of substantially all of the assets of Assignor, including trademark registrations and trademark applications.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning specified in the APA..
2. Assignment of Trademarks. Effective immediately, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest in United States Trademark Application Serial No. 76/585601 for the mark SMART DOT, free and clear of any encumbrances. Assignee hereby accepts the assignment of the United States Trademark Application Serial No. 76/585601 for the mark SMART DOT.
3. Terms of the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.
4. Further Assurances. Without limiting the generality of Section 5.9 of the APA, each of the parties hereto shall, from time to time, at the request of the other party and at such other party's cost and expense, execute and deliver such other instruments of conveyance and transfer and do such further acts and things as may be reasonably required for the purpose of carrying out the provisions of this Trademark Assignment Agreement.
5. Counterparts. This Trademark Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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EXECUTION COPY

TRADEMARK
REEL: 003050 FRAME: 0351


IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

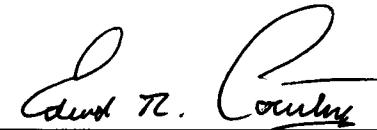
ASSIGNOR:

ASSIGNEE:

DAYDOTS Holdings Inc.

Ecolab Inc.

By: 
Name: James M. Milliorn
Title: President

By: 
Name: Edward R. Courtney
Title: Trademark Attorney

EXECUTION COPY